

C → 11  
11.21.12

**The Association of Legal Professionals  
(ALP)**

**Memorandum of Agreement**

**July 1, 2012 through June 30, 2013**

**Table of Contents**

<b>ARTICLE 1</b>	<b>PURPOSE</b>	<b>Page 3</b>
<b>ARTICLE 2</b>	<b>PERIOD OF MEMORANDUM OF AGREEMENT</b>	<b>Page 4</b>
<b>ARTICLE 3</b>	<b>AGREEMENT CONDITIONS</b>	<b>Page 5</b>
<b>ARTICLE 4</b>	<b>RECOGNITION</b>	<b>Page 6</b>
<b>ARTICLE 5</b>	<b>MANAGEMENT RIGHTS</b>	<b>Page 7</b>
<b>ARTICLE 6</b>	<b>ASSOCIATION RIGHTS</b>	<b>Page 8</b>
<b>ARTICLE 7</b>	<b>BILINGUAL PAY</b>	<b>Page 14</b>
<b>ARTICLE 8</b>	<b>MANAGEMENT PERFORMANCE PROGRAM (MPP)</b>	<b>Page 15</b>
<b>ARTICLE 9</b>	<b>PROFESSIONAL DEVELOPMENT PROGRAM (PDP)</b>	<b>Page 16</b>
<b>ARTICLE 10</b>	<b>PROFESSIONAL MEMBERSHIPS</b>	<b>Page 17</b>
<b>ARTICLE 11</b>	<b>RETIREMENT</b>	<b>Page 18</b>
<b>ARTICLE 12</b>	<b>RETIREE HEALTHCARE</b>	<b>Page 20</b>
<b>ARTICLE 13</b>	<b>HEALTH INSURANCE</b>	<b>Page 21</b>
<b>ARTICLE 14</b>	<b>DENTAL INSURANCE</b>	<b>Page 22</b>
<b>ARTICLE 15</b>	<b>HEALTH AND DENTAL IN LIEU</b>	<b>Page 23</b>
<b>ARTICLE 16</b>	<b>LIFE INSURANCE</b>	<b>Page 24</b>
<b>ARTICLE 17</b>	<b>EMPLOYEE ASSISTANCE PROGRAM</b>	<b>Page 25</b>
<b>ARTICLE 18</b>	<b>SUBSTANCE ABUSE PROGRAM</b>	<b>Page 26</b>
<b>ARTICLE 19</b>	<b>HOLIDAYS</b>	<b>Page 27</b>
<b>ARTICLE 20</b>	<b>VACATION</b>	<b>Page 28</b>
<b>ARTICLE 21</b>	<b>VACATION SELLBACK</b>	<b>Page 29</b>
<b>ARTICLE 22</b>	<b>EXECUTIVE LEAVE</b>	<b>Page 30</b>
<b>ARTICLE 23</b>	<b>SICK LEAVE</b>	<b>Page 31</b>
<b>ARTICLE 24</b>	<b>SICK LEAVE PAYOUT</b>	<b>Page 33</b>
<b>ARTICLE 25</b>	<b>MILITARY LEAVE</b>	<b>Page 34</b>
<b>ARTICLE 26</b>	<b>DISABILITY LEAVE SUPPLEMENT</b>	<b>Page 35</b>
<b>ARTICLE 27</b>	<b>LEAVES OF ABSENCE</b>	<b>Page 36</b>
<b>ARTICLE 28</b>	<b>BEREAVEMENT LEAVE</b>	<b>Page 37</b>
<b>ARTICLE 29</b>	<b>TIME DONATION PROGRAMS</b>	<b>Page 38</b>
<b>ARTICLE 30</b>	<b>JURY DUTY</b>	<b>Page 39</b>
<b>ARTICLE 31</b>	<b>WITNESS LEAVE</b>	<b>Page 40</b>
<b>ARTICLE 32</b>	<b>EMPLOYEE TRAVEL/MILEAGE</b>	<b>Page 41</b>
<b>ARTICLE 33</b>	<b>CONTRACTING OUT</b>	<b>Page 42</b>

C → H  
11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X      PURPOSE**

The parties agree that the purposes of this Agreement are:

- X.1**    To promote and provide harmonious relations, cooperation and understanding between the City and the employees covered herein,
- X.2**    To provide an orderly and equitable means of resolving differences which may arise under this Agreement, and
- X.3**    To set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by the Association.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date

**CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT**

## ARTICLE X RECOGNITION

- X.1 Recognition of Association:** Pursuant to Resolution No. 39367 of the City Council of the City of San Jose and the provisions of applicable state law, the Association is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications listed in Exhibit A, attached and incorporated by reference into this Agreement.
- X.2 Appropriate Unit:** The Classifications, and any subsequent additions thereto or deletions therefrom, constitute an appropriate unit.
- X.3** For the purpose of this Agreement, words, phrases and terms used herein shall be deemed to have the meanings specified in Section 2- Definitions of Resolution No. 39367 of the Council of the City of San Jose and in Part 2- Definitions of Chapter 3.04 of Title III, of the San Jose Municipal Code unless it is apparent from the context or from the specific language that a different meaning is intended.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

Marco Mercado  
Senior Executive Analyst

Date \_\_\_\_\_

Vera Todorov  
President  
Association of Legal Professionals (ALP)



C → U  
11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X      MANAGEMENT RIGHTS**

**X.1      Authority:** Except to the extent that the rights are specifically limited by the provisions of this Agreement, the City retains all rights, powers and authority granted to it pursuant to any law or the City Charter, including, but not limited to: The right to direct the work force; increase, decrease or re-assign the work force; hire, promote, demote; discharge or discipline for cause; transfer or reclassify employees; provide merit increases; assign employees special work requirements, and to determine the necessity, merits, mission and organization of any service or activity of the City or of any City Department, Agency or Unit. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future.

**X.1.1** The City has the sole and absolute right to determine the nature and type of, assign, re-assign, revoke assignments of or withdraw assignments of, City equipment, including motor vehicles, to or from employees during, after or before hours of duty, without consultation or meeting and conferring with the employees affected or the Association representing such employee.

**X.2      City's Principal Authorized Agent:** For purposes of administering the terms and provisions of the various ordinances, resolutions, rules and regulations adopted pursuant to this Agreement, the City's principal authorized agent shall be the Municipal Employee Relations Officer, or his/her duly authorized representative, except where a particular City representative is otherwise designated.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date

C → a 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X    BILINGUAL PAY**

An employee who is required to use a non-English language on a regular basis may be eligible to receive a bi-weekly payment of \$29 for oral only bilingual or \$40 per pay period for oral/written translation. Employee must be certified as bilingual by the Human Resources Department.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date

C → u 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

ARTICLE X PROFESSIONAL DEVELOPMENT PROGRAM (PDP)

- X.1 Please refer to City Policy Manual Section 4.3.6 for complete policy guidelines and additional information.
- X.2 Temporary Employees: Temporary employees **are not eligible** for this benefit.

*This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.*

FOR THE CITY:

FOR ALP:

---

Marco Mercado  
Senior Executive Analyst

Date

---

Vera Todorov  
President  
Association of Legal Professionals (ALP)

Date

2 → 11-21-12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X HEALTH AND DENTAL IN LIEU**

- X.1 Purpose:** The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have alternative health and/or dental insurance coverage to drop the City's insurance and receive a payment in lieu.
- X.2 Election:** An employee may choose, during open enrollment or within thirty (30) days of a qualifying event, to drop health and/or dental coverage and receive a payment in-lieu equal to the amounts described in Section 15.3 below.
- X.3 Amount of In-Lieu Payment:** Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following payments per pay period:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

- X.3.1 Dual Coverage:** A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.
- X.4 Loss of Alternate Coverage:**
- X.4.1 Health Insurance:** If the alternative health coverage is lost prior to the annual open enrollment period, the employee must notify the City immediately. The City must receive the required enrollment form and written verification of lost coverage from the former provider (employer, group or insurer) **within 30 days of the loss of coverage. Also within this 30-day period the employee must pay all unpaid premiums and refund any excess in-lieu payments which were received** to be restored to a City health insurance plan of his or her choice on the date when alternate coverage terminated. Proof of eligibility will be required for any dependent that was not previously covered by a City health or dental insurance plan. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.



CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

- X.4.2**     Dental Insurance: If the alternative dental coverage is lost prior to the annual open enrollment period, the employee must notify the City immediately. The City must receive the required enrollment form and written verification of lost coverage from the former provider (employer, group or insurer) **within 30 days of the loss of coverage. Also within this 30-day period the employee must pay all unpaid premiums and refund any excess in-lieu payments which were received** to be restored to a City dental insurance plan of his or her choice on the date when alternate coverage terminated. Proof of eligibility will be required for any dependent that was not previously covered by a City health or dental insurance plan. Re-enrollment in the dental insurance plan shall not be retroactive.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date



$C \rightarrow u$  11. II. 52

- X.2 Part-Time and Temporary Employees:** Part-time and temporary employees ***are not eligible*** for this benefit.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

Marco Mercado  
Senior Executive Analyst

Date \_\_\_\_\_

Vera Todorov  
President  
Association of Legal Professionals (ALP)

C → K 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X    EMPLOYEE ASSISTANCE PROGRAM**

- X.1**    During the term of this agreement, the City will continue to provide an Employee Assistance Program (EAP) at the level of benefit provided on the effective date of this agreement.
- X.2**    **Part-Time and Temporary Employees:**    Part-time and temporary employees ***are not eligible*** for this benefit.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

---

Marco Mercado  
Senior Executive Analyst

Date

---

Vera Todorov  
President  
Association of Legal Professionals (ALP)

Date

C → H 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X      SUBSTANCE ABUSE PROGRAM**

Please refer to City Policy Manual Section 1.4.2 for the complete policy guidelines and additional information.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X HOLIDAYS<sup>1</sup>**

Each calendar year full-time employees shall receive (14) paid holidays, which include:

New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Cesar Chavez Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

<sup>1</sup> Reimbursement/contribution is prorated for part-time employees based on hours scheduled:

- 30 – 39 hours = 75%
- 25 – 29 hours = 62.5%
- 20 – 24 hours = 50%
- Less than 20 hours = none

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado                      Date  
Senior Executive Analyst

\_\_\_\_\_  
Vera Todorov                      Date  
President  
Association of Legal Professionals (ALP)



C → u 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X EXECUTIVE LEAVE<sup>1</sup>**

- X.1 Executive Leave:** Employees will receive forty (40) hours of executive leave per payroll calendar year with supervisor approval. Forty (40) additional hours may be available, upon City Attorney approval, for recognition of outstanding performance as part of the Management Performance Program. Executive leave that is not used by the end of the payroll calendar year does not accrue or carry over to the following year.
- X.2 Proration:** When an employee is hired into a position eligible for executive leave, the leave may be prorated during the first year dependent upon the hire date.
- X.3 No Accrual:** Executive leave is not an accrued benefit and unused leave does not carry over from year-to-year.
- X.4** Please refer to City Policy Manual Section 4.2.4 and City Policy Manual Section 3.3.2 for complete policy guidelines and additional information.

<sup>1</sup> Reimbursement/contribution is prorated for part-time employees based on hours scheduled:

- 30 – 39 hours = 75%
- 25 – 29 hours = 62.5%
- 20 – 24 hours = 50%
- Less than 20 hours = none

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X     SICK LEAVE**

Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

- X.1     Accrual:** Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.
- X.2**     Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Human Resources Department. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.
- X.3**     Accrued sick leave not to exceed three (3) working days may be granted in circumstances where an alleged job-related illness or injury is involved, but the employee fails to provide medical verification of such job-related illness or injury.
- X.4**     Accrued sick leave also may be used in accordance with the Catastrophic Illness Time Donation Program.
- X.5**     Except as otherwise provided by resolution of the City Council, paid sick leave shall not be allowed for any absence from work occasioned by intoxication, or use of narcotics not prescribed by a licensed physician.
- X.6**     If approved by the City, an employee who is enrolled and participating in a substance abuse treatment program may use sick leave for absences resulting from participation in such program. The City may require appropriate verification.
- X.7**     No employee shall be entitled to or be granted sick leave, either with or without pay, unless he or she, or someone on his or her behalf notifies his or her immediate superior or the City Attorney, of his or her intent to take such sick leave due to a personal or family illness prior to the commencement of the sick leave where such notice is possible; provided, however, that the City Attorney may waive the requirement of such notice upon presentation of a reasonable excuse by such employee.

**CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT**

---

- X.8** An employee may be required to furnish substantiation for any absence for which sick leave payment is requested.
- X.9** Any such part-time employee shall be entitled to paid sick leave only for those days and number of hours the employee is in fact regularly assigned to work or would have been required to work, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.
- X.11** No eligible part-time employee shall be entitled to sick leave with pay for any day or portion of a day during which the employee is absent, if in fact the employee is not regularly assigned to work or would not have been required to work on that day, inclusive of any hours an employee elects to work in addition to their indefinite assignment, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado                      Date  
Senior Executive Analyst

\_\_\_\_\_  
Vera Todorov                      Date  
President  
Association of Legal Professionals (ALP)





C → u 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X     DISABILITY LEAVE SUPPLEMENT**

Effective June 24, 2012, the disability leave supplement is eliminated. Employees will be allowed to integrate accrued vacation leave and then accrued sick once vacation leave has been exhausted.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date

C → W 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X LEAVES OF ABSENCE**

Please see City Policy Manual Section 4.2.1 for complete policy guidelines and additional information.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado                      Date  
Senior Executive Analyst

\_\_\_\_\_  
Vera Todorov                      Date  
President  
Association of Legal Professionals (ALP)

$C \rightarrow u$  11.21.12

Vera Todorov  
President  
Association of Legal Professionals (ALP)

C → u 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X    TIME DONATION PROGRAMS**

Please refer to City Policy Manual Section 4.2.10 for complete policy guidelines and additional information.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date



C → u 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

**ARTICLE X     JURY DUTY**

Each full-time employee, or each part-time employee who is eligible for benefits, who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America, shall receive the regular base compensation less all jury fees received, excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

**FOR THE CITY:**

**FOR ALP:**

\_\_\_\_\_  
Marco Mercado  
Senior Executive Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vera Todorov  
President  
Association of Legal Professionals (ALP)

\_\_\_\_\_  
Date

$C \rightarrow u$  11.24.12

**X.1** Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State, or of the United States of America, shall receive his/her regular salary during the terms of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action and/or was not acting in the course and scope of his/her employment.

**X.2** Upon service of a subpoena, an employee shall immediately advise his/her supervisor and of the time when he/she is required to appear in Court.

## FOR THE CITY:

**FOR ALP:**

Date \_\_\_\_\_

Vera Todorov  
President  
Association of Legal Professionals (ALP)

C → u 11.21.12

CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS  
(ALP)  
TENTATIVE AGREEMENT

---

ARTICLE X EMPLOYEE TRAVEL/MILEAGE

Please refer to City Policy Manual Section 1.8.1, City Policy Manual Section 1.8.2, and City Policy Manual Section 1.8.3 for complete policy guidelines and additional information.

***This agreement considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by Association members and approved by the City Council.***

FOR THE CITY:

FOR ALP:

\_\_\_\_\_  
Marco Mercado                      Date  
Senior Executive Analyst

\_\_\_\_\_  
Vera Todorov                      Date  
President  
Association of Legal Professionals (ALP)